

**UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA  
HARRISBURG DIVISION**

<b>IN RE:</b>  <b>Damon Nello Satterwhite,</b>  <b>Debtor,</b>  _____/	<b>Bankruptcy No. 1:21-bk-02143- HWV</b>  <b>Chapter 13</b>
<b>NewRez LLC d/b/a Shellpoint Mortgage Servicing,</b>  <b>Movant,</b>  <b>v.</b>  <b>Damon Nello Satterwhite,</b> <b>Jack N Zaharopoulos (Trustee),</b>  <b>Respondents.</b>  _____ /	

**STIPULATION RESOLVING MOTION FOR RELIEF FROM STAY**

Secured creditor, NewRez LLC d/b/a Shellpoint Mortgage Servicing, and Damon Nello Satterwhite,

“Debtor(s)” by and through their respective attorneys, hereby stipulate as follows:

**I. BACKGROUND:**

1. On March 30, 2018, Damon Nello Satterwhite executed and delivered a Promissory Note (“Note”) and a Mortgage (“Mortgage”) securing payment of the Note in the amount of \$225,834.00.
2. The Mortgage was recorded on April 3, 2018 with the York County Recorder of Deeds.
3. The Mortgage was secured as a lien against the property located in York County commonly known as 2658 Jessamine Way, York, Pennsylvania 17408 (the “Property”).
4. The Note and Mortgage were lastly assigned to NewRez LLC d/b/a Shellpoint Mortgage Servicing.
5. Debtor(s) defaulted under the terms of the Note and Mortgage by failing to make the monthly post-

petition payments of principal, interest and escrow, from March 1, 2023 to July 1, 2023, in the amount of \$9,182.44 and consists of 5 monthly mortgage payments at \$2,087.80 less a suspense balance of \$1,256.56.

6. Thus, Debtor(s)'s post-petition arrearage totaled the sum of \$9,182.44.
7. Debtor(s) further acknowledges that additional payments of principal, interest and escrow currently in the amount of \$2,087.80 per month shall become due under the Note and Mortgage on the 1st of each successive month, beginning September 1, 2023 until the Note is paid in full. Debtor(s) acknowledges that the monthly payment is subject to change and is responsible for same.
8. NewRez LLC d/b/a Shellpoint Mortgage Servicing, and Debtor(s) desire to resolve Debtor(s)'s post-petition arrearage in accordance with the set forth terms below:

## **II. STIPULATION FOR RELIEF FROM STAY**

1. Debtor(s) confirms and acknowledges his obligations to NewRez LLC d/b/a Shellpoint Mortgage Servicing, under the Note and Mortgage.
2. Debtor(s) further confirms and acknowledges his failure to make the post-petition payments of principal, interest and escrow in the amount of post-petition arrearage as set forth above in paragraphs 5 and 6.
3. Debtor(s) further confirms and acknowledges his obligations to make the regular post-petition payments of principal and interest going forward from September 1, 2023 as set forth above in paragraph 7.
4. Debtor has since cured the post-petition arrearage of \$9,182.44 and also made the August 1, 2023 payment.
5. In the event that Debtor(s) converts to a Chapter 7 during the pendency of this Bankruptcy case, the Debtor(s) shall cure the pre-petition and post-petition arrears within ten (10) days from date of

conversion. Should the Debtor(s) fail to cure the arrearage, NewRez LLC d/b/a Shellpoint Mortgage Servicing, will send Debtor(s)'s counsel a written notification of default of this Stipulation. If the default is not cured within fifteen (15) days of the notice, NewRez LLC d/b/a Shellpoint Mortgage Servicing, may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay.

6. In the event the Debtor(s) should default on his obligations under this Stipulation by failing to tender in full any of the payments described in paragraph 3, on or before the dates on which they are due, then NewRez LLC d/b/a Shellpoint Mortgage Servicing, its successors and/or assigns shall serve Debtor(s)' Attorney by fax, e-mail and/or regular mail, with written notification of default. In the event that Debtor(s) fails to cure the default within fifteen (15) days of the date of the written notification, then, NewRez LLC d/b/a Shellpoint Mortgage Servicing, may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon NewRez LLC d/b/a Shellpoint Mortgage Servicing, or its assignee or successors may exercise its rights against the Mortgaged Property under the terms of this Stipulation without further notice to Debtor(s) or the Order of this Court.
7. Additionally, Debtor(s) agrees that he is not permitted more than two (2) defaults from the date of this Stipulation. Debtor(s) agrees that if he defaults under the terms of this Stipulation more than two (2) times, then, without any further notice, NewRez LLC d/b/a Shellpoint Mortgage Servicing, its successors and/or assigns may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon NewRez LLC d/b/a Shellpoint Mortgage Servicing, its successors and/or assigns may exercise its rights against the Mortgaged Property under the terms of this Stipulation.
8. Neither NewRez LLC d/b/a Shellpoint Mortgage Servicing's consent to this Stipulation nor

NewRez LLC d/b/a Shellpoint Mortgage Servicing's acceptance of any payments tendered by Debtor(s) shall be construed as a waiver of NewRez LLC d/b/a Shellpoint Mortgage Servicing's right to proceed with or commence a foreclosure other legal action against Debtor(s) under this Stipulation; however, NewRez LLC d/b/a Shellpoint Mortgage Servicing, agrees to credit Debtor(s)' account for any payments made by Debtor(s) in accordance with this Stipulation, the Note and/or Mortgage.

9. This Stipulation may only be modified by a revised Stipulation filed on the docket in the Bankruptcy. No oral modifications are permitted and any allegation that the Stipulation was modified orally will be disregarded as evidence. No written modifications are permitted, except for a revised Stipulation filed on the docket in the Bankruptcy.
10. Debtor(s) hereby certifies and confirms that he has reviewed the terms of the Stipulation with his Counsel that Debtor(s) understands and is in agreement with the terms of this Stipulation, and that counsel has been authorized by Debtor(s) to sign this Stipulation on his behalf.

IT IS HEREBY STIPULATED:

By: /s/ Michelle L. McGowan Date: 9/6/2023  
Michelle L McGowan, Esq.  
Robertson, Anschutz, Schneid, Crane & Partners, PLLC  
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Email: mimcgowan@raslg.com  
Attorney for Movant

/s/John Matthew Hyams *with express permission*  
John Matthew Hyams  
Law Offices of John M. Hyams  
2023 N 2nd St  
Harrisburg, PA 17102

Telephone: 717-520-0300  
Facsimile: 717-298-2055

NO OPPOSITION:

/s/ F qwi rcu'T0Tqgf gt.'Gus0 *with express permission*  
For Jack N Zaharopoulos  
Attorney for Chapter 13 Trustee  
8125 Adams Drive, Suite A  
Hummelstown, PA 17036  
Telephone: 717-566-6097

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**ORDER OF COURT**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2023, upon consideration of the foregoing Stipulation Resolving Motion for Relief from Stay, it is hereby ORDERED that the Stipulation is approved.

\_\_\_\_\_  
U.S. Bankruptcy Judge \_\_\_\_\_

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**CERTIFICATE OF SERVICE**

I, the undersigned, certify under penalty of perjury that I am, and at all times hereinafter mentioned, was more than 18 years of age, that on September 6, 2023, I served a copy of the Stipulation Resolving Motion for Relief from Stay by first class U.S. Mail, postage prepaid or electronic mail at the following addresses:

Damon Nello Satterwhite  
2658 Jessamine Way  
York, PA 17408

John Matthew Hyams  
Email: [jmh@johnhyamslaw.com](mailto:jmh@johnhyamslaw.com)

Jack N Zaharopoulos (Trustee)  
Email: [info@pamd13trustee.com](mailto:info@pamd13trustee.com)

United States Trustee  
Email: [ustpregion03.ha.ecf@usdoj.gov](mailto:ustpregion03.ha.ecf@usdoj.gov)

By: /s/ Michelle L. McGowan  
Michelle L. McGowan, Esquire